

☐ Individual appearing without attorney
☒ Attorney for: Debtor and Debtor in Possession

Debtor(s).

Location: 10250 Constellation Boulevard, Suite 1700, Los Angeles, California 90067

43 trucks, 66 chassis, and 8 trailers. Please see attached notice for more details.

F 6004-2.NOTICE.SALE

Overbid procedure (if any):

Please see attached notice.

If property is to be sold free and clear of liens or other interests, list date, time and location of hearing:

Date: May 17, 2016
Time: 11:00 a.m.
Place: Courtroom "1368"
255 East Temple Street
Los Angeles, California 90012

Contact person for potential bidders (include name, address, telephone, fax and/or email address):

Juliet Y. Oh, Esq.
Counsel for Coast Bridge Logistics, Inc.
10250 Constellation Boulevard, Suite 1700
Los Angeles, California 90067
Tel: (310) 229-1234
Fax: (310) 229-1244
Email: JYO@LNBYB.com

Date: 04/26/2016

DAVID L. NEALE (SBN 141225)
JULIET Y. OH (SBN 211414)
JEFFREY S. KWONG (SBN 288239)
LEVENE, NEALE, BENDER, YOO & BRILL L.L.P.
10250 Constellation Boulevard, Suite 1700
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Attorneys for Chapter 11 Debtor and
Debtor in Possession

UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA
LOS ANGELES DIVISION

In re	)	Case No.: 2:15-bk-17066-VZ
)	
COAST BRIDGE LOGISTICS, INC.,	)	Chapter 11
)	
	)	NOTICE OF DEBTOR'S MOTION FOR
	)	ENTRY OF AN ORDER: (A)
Debtor.	)	AUTHORIZING SALE OF
	)	SUBSTANTIALLY ALL OF DEBTOR'S
	)	ASSETS TO PACIFIC OCEAN
	)	TRANSPORTATION, INC., AN
	)	AFFILIATE OF THE DEBTOR, FREE
	)	AND CLEAR OF LIENS, CLAIMS,
	)	ENCUMBRANCES AND INTERESTS; (B)
	)	AUTHORIZING SALE OF ELEVEN
	)	LEASED TRUCKS TO LESSEE
	)	DRIVERS; (C) APPROVING OVERBID
	)	PROCEDURES; AND (D) APPROVING
	)	COMPROMISE OF CONTROVERSY
	)	PROVIDED BY TERMS OF PROPOSED
	)	SALES OF LEASED TRUCKS

Hearing:

Date: May 17, 2016

Time: 11:00 a.m.

Place: Courtroom "1368"

255 E. Temple Street

Los Angeles, CA 90012

1 **PLEASE TAKE NOTICE** that a hearing will be held on May 17, 2016 at 11:00 a.m., in
2 Courtroom “1368” located at 255 East Temple Street, Los Angeles, California 90012, before the
3 Honorable Vincent P. Zurzolo, United States Bankruptcy Judge, for the Court to consider the
4 motion (the “Motion”) filed by Coast Bridge Logistics, Inc., the debtor and debtor in possession
5 in the above-captioned Chapter 11 bankruptcy case (the “Debtor”), seeking the entry of an order,
6 pursuant to 11 U.S.C. § 363(b) and (f) and Rules 6004 and 9019 of the Federal Rules of
7 Bankruptcy Procedure (“Bankruptcy Rules”):

8 (A) authorizing the Debtor to sell eleven (11) of the Debtor’s trucks (collectively, the
9 “Leased Trucks”) to Enrique Armas, Robert Bogan, Edwin Cabrera, Sotero
10 Contreras, Dave DeVaughn, Vidal Olivera, Ruben Rico, Efrain Sanchez, Jaime
11 Sanchez, Jose Sanchez and Odell Spencer, all of whom are drivers who provide
12 services to the Debtor on an independent contractor basis (collectively, the
13 “Drivers”) and are currently leasing the Leased Trucks from the Debtor pursuant
14 to unexpired lease agreements (collectively, the “Driver Lease Agreements”), free
15 and clear of all liens, claims, interests and encumbrances and in accordance with
16 the terms and conditions set forth in the individual written sale agreements
17 (collectively, the “Driver Sale Agreements”) attached as Exhibit “7” to the
18 Declaration of Hsin Hsin “Quinn” Wu annexed to the Motion (the “Wu
19 Declaration”);

20 (B) authorizing the Debtor to sell substantially all of the Debtor’s trucks, chassis and
21 trailers, other than the Leased Trucks (collectively, the “Equipment Assets”)¹, as
22 described in Exhibit “1” to the Wu Declaration, free and clear of all liens, claims,
23 interests and encumbrances, and subject to overbid, to Pacific Ocean
24 Transportation, Inc., a California corporation and an affiliate of the Debtor
25 (“POTI”), in accordance with the terms and conditions set forth in that certain
26

27 ¹ The Equipment Assets consist of 43 trucks, 66 chassis, and 8 trailers. A detailed list of all of the assets
28 proposed to be sold by the Debtor (*i.e.*, the Leased Trucks and the Equipment Assets) is attached as **Exhibit “1”**
 hereto.

1 *Asset Purchase Agreement* attached as **Exhibit “8”** to the Wu Declaration
2 (“APA”);

3 (C) approving the proposed overbid procedures for the sale of the Equipment Assets,
4 as described in the Motion and herein (the “Overbid Procedures”); and

5 (D) approving the settlement of claims and compromise of controversy provided by
6 the terms of the Driver Sale Agreements.

7 The complete relief requested and the bases for the Motion are set forth in the Motion and the
8 Memorandum of Points and Authorities, the Wu Declaration and the Declaration of Richard
9 Hsiang Hua “Richard” Kung (the “Kung Declaration”) annexed to the Motion.

10 **PLEASE TAKE FURTHER NOTICE** that, pursuant to the Motion, the Debtor is
11 seeking Court approval to sell the Leased Trucks to the Drivers for aggregate consideration of
12 \$271,000 cash, free and clear of all liens, claims, interests and encumbrances, and in accordance
13 with the terms and conditions set forth in Driver Sale Agreements.

14 **PLEASE TAKE FURTHER NOTICE** that, pursuant to the Motion, the Debtor is also
15 seeking Court approval to sell the Equipment Assets to POTI for a combination of cash
16 (\$295,300) and debt assumption (\$966,000), for total consideration of \$1,261,300, free and clear
17 of all liens, claims, interests and encumbrances, and in accordance with the terms and conditions
18 set forth in the APA. The proposed sale of the Equipment Assets to POTI shall be subject to
19 overbid.

20 **PLEASE TAKE FURTHER NOTICE** that, in order to maximize the value obtained by
21 the Debtor and its bankruptcy estate for the Equipment Assets, the Debtor is seeking Court
22 approval of the following Overbid Procedures in connection with the proposed sale of the
23 Equipment Assets:

24 a. ***Overbid Requirements.*** Any party interested in submitting an overbid for
25 the Equipment Assets or any portion thereof (“Overbid”) must, not later than 4:00 p.m.
26 (Pacific time) on Wednesday, May 11, 2016 (the “Overbid Deadline”), deliver such
27 Overbid in writing to counsel for the Debtor (Juliet Y. Oh, Esq., Levene, Neale, Bender,
28 Yoo & Brill L.L.P., 10250 Constellation Blvd., Suite 1700, Los Angeles, California 90067,

Email: JYO@LNBYB.com, Facsimile (310) 229-1244), in accordance with the requirements set forth below:

i. The allocated purchase price for each Equipment Asset included in any Overbid must be in a sum at least five percent (5%) above the amount of the total consideration (cash and debt assumption) to be provided by POTI for each such Equipment Asset, as described in **Exhibit “1”** hereto.

ii. Each party submitting an Overbid must, by the Overbid Deadline: (x) deliver a signed copy of the APA (or revised version thereof, with a redline comparing the revised APA to the original APA submitted with this Motion), (y) deliver a deposit in a sum equal to twenty percent (20%) of the total cash consideration proposed to be paid pursuant to the Overbid (the “Deposit”), in the form of a cashier’s check made payable to the Debtor and delivered to LNBYB or a wire transfer payment to a client trust account designated by LNBYB, so that such Deposit is actually received by LNBYB by the Overbid Deadline, and (z) deliver to LNBYB proof of committed funds available to the bidder sufficient to enable such bidder to consummate the sale of the Equipment Assets, which proof shall be in the form of a bank account statement, letter of credit, loan commitment or other form acceptable to the Debtor in the Debtor’s reasonable discretion. In the event that the bidder fails to timely make the Deposit or timely provide proof of committed funds, or the Debtor determines, in its reasonable discretion, that the proof of funds delivered to LNBYB is unacceptable, the Debtor may disqualify such bidder from participating in the Auction (defined below). In the event that the Debtor exercises its reasonable discretion and disqualifies a bidder from participating in the Auction, the Deposit made by such bidder (if any) shall be promptly returned to the bidder.

b. ***Proposed Auction Date And Location.*** If one or more qualified Overbids are received in accordance with the Overbid Procedures described below, an auction of the Equipment Assets (“Auction”) shall be conducted by the Debtor and its counsel, Levene, Neale, Bender, Yoo & Brill L.L.P. (“LNBYB”) at the offices of LNBYB located at 10250

1 Constellation Boulevard, Suite 1700, Los Angeles, California 90067, on Friday, May 13,
2 2016 commencing at 10:00 a.m. (Pacific time).

3 c. ***Bidding At Auction.*** If at least one qualified bidder who has submitted an
4 Overbid appears at the Auction, the Debtor and LNBYB shall designate what they
5 determine to be the best and highest Overbid(s) received for the Equipment Assets to be the
6 leading bid(s) at the Auction. Thereafter, the Debtor and LNBYB shall solicit better and
7 higher bids for the Equipment Assets (or portions thereof), in bidding increments to be
8 determined by the Debtor and LNBYB at the Auction, from the qualified bidders
9 participating in the Auction (including POTI, if it chooses to participate) until the best and
10 highest bid(s) for the Equipment Assets has been determined by the Debtor and LNBYB.
11 To the extent bids are received for different portions of the Equipment Assets, the
12 successful bid for each portion of the Equipment Assets shall be held in abeyance and
13 compared against other bid(s) received for the Equipment Assets (including, without
14 limitation, the offer made by POTI) so that the Debtor and LNBYB may determine which
15 bid(s) is the highest and best bid(s) for the Equipment Assets on an aggregate basis.

16 d. ***Backup Bidder.*** In the event that there is at least one qualified overbidder
17 at the Auction, the qualified bidder(s) who submits the second best/highest bid(s) for the
18 Equipment Assets at the Auction shall be designated as the backup bidder. In the event that
19 the successful bidder(s) for the Equipment Assets cannot timely complete the purchase of
20 such Equipment Assets, the Debtor shall be authorized to proceed with the sale of the
21 Equipment Assets to the backup bidder(s) without further notice, hearing or order of the
22 Court.

23 e. ***Closing Of Sale And Forfeiture Of Deposits.*** The winning bidder(s) shall
24 have until the first business day that is seven (7) days after the date of entry of an order
25 granting the Motion (the "Sale Order") to consummate the sale of the Equipment Assets. If
26 the winning bidder fails to do so, the winning bidder will be deemed to have forfeited
27 his/her/its Deposit unless the Court or the Debtor agrees to provide the winning bidder with
28 an extension of time to close the sale. If the winning bidder fails to close and forfeits

his/her/its Deposit, the backup bidder will be notified and will then have until the first business day that is seven (7) days after the date of such notification to close his/her/its purchase of the Equipment Assets or will be deemed to have forfeited his/her/its Deposit unless the Court or the Debtor agrees to provide such backup bidder with an extension of time to close the sale. The Deposit(s) of the backup bidder(s) will be retained by LNBYB following the conclusion of the Auction and will be returned to the backup bidder(s) on the earlier to occur of (i) the closing by the winning bidder(s) of his/her/its purchase of the Equipment Assets or (ii) June 30, 2016, unless the backup bidder(s) has forfeited his/her/its Deposit(s) pursuant to the terms and conditions set forth in the APA.

PLEASE TAKE FURTHER NOTICE that, if you are interested in bidding for the Equipment Assets (or any portion thereof) at the Auction, and you would like additional information regarding the Equipment Assets and/or the bidding process, you may contact counsel for the Debtor: Juliet Y. Oh, Esq., LNBYB, 10250 Constellation Boulevard, Suite 1700, Los Angeles, California 90067, Telephone: (310) 229-1234, Facsimile: (310) 229-1244, Email: JYO@LNBYB.com.

PLEASE TAKE FURTHER NOTICE that, pursuant to the Motion, the Debtor is seeking authority from the Court to pay the cash proceeds generated from the sale of the Leased Trucks and the sale of the Equipment Assets directly to the Debtors' secured lenders (*i.e.*, Pacific Enterprise Bank, Wells Fargo Equipment Finance, Inc. and Community Bank) in full or partial satisfaction of such lenders' secured claims on account of such lenders' respective collateral, as follows:

Lender/Loan	Total Est. Cash Proceeds (from sale of lender's respective collateral)	Est. Cash Payment
Wells Fargo	\$40,000.00	\$30,782.30
Community Bank	\$113,000.00	\$87,702.70
PEB – SBA Loan #1	\$346,300.00	\$346,300.00
PEB – SBA Loan #2	\$67,000.00	\$67,000.00
PEB – SBA Loan #3	\$0.00	\$0.00

1 **PLEASE TAKE FUTHER NOTICE** that, to the extent that the proposed sale of the
2 Leased Trucks to the Drivers under the terms of the Driver Sale Agreements (including, without
3 limitation, the mutual releases of claims provided for thereunder) is deemed a settlement of
4 claims and compromise of controversy between the Debtor and the individual Drivers, the
5 Debtor is also seeking Court approval of such settlement and compromise pursuant to
6 Bankruptcy Rule 9019.

7 **PLEASE TAKE FURTHER NOTICE** that the Motion is based upon this Notice of the
8 Motion, the Motion and the accompanying Memorandum of Points and Authorities, the Wu
9 Declaration and the Kung Declaration submitted in support of the Motion, 11 U.S.C. § 363,
10 Bankruptcy Rules 2002, 6004, 9014 and 9019, the entire record of the Debtor's bankruptcy case,
11 the statements, arguments and representations of counsel to be made at the hearing on the
12 Motion, and any other evidence properly presented to the Court at, or prior to, the hearing on the
13 Motion.

14 **PLEASE TAKE FURTHER NOTICE** that complete copies of the Motion and the
15 documents submitted in support thereof will be provided upon written request to Juliet Y. Oh,
16 Esq., LNBYB, 10250 Constellation Boulevard, Suite 1700, Los Angeles, California 90067,
17 Telephone: (310) 229-1234, Facsimile: (310) 229-1244, Email: JYO@LNBYB.com.

18 **PLEASE TAKE FURTHER NOTICE** that, pursuant to Local Bankruptcy Rule 9013-
19 1(f), any interested party that wishes to oppose the relief requested in the Motion must, not later
20 than fourteen (14) days prior to the scheduled hearing date set forth above, file with the Clerk of
21 the Bankruptcy Court and serve upon counsel for the Debtor (whose name and address are set
22 forth on the upper left-hand corner of the first page of this Notice) and the Office of the United
23 States Trustee, "[a] complete written statement of all reasons in opposition thereto ...,
24 declarations and copies of all evidence on which the responding party intends to rely, and any
25 responding memorandum of points and authorities."

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27 ///

28 ///

PLEASE TAKE FURTHER NOTICE that, pursuant to Local Bankruptcy Rule 9013-1(h), the failure to file and serve a timely opposition to the Motion may be deemed by the Court to constitute consent to the relief requested in the Motion.

Dated: April 26, 2016

COAST BRIDGE LOGISTICS, INC.



By: _____
DAVID L. NEALE
JULIET Y. OH
JEFFREY S. KWONG
LEVENE, NEALE, BENDER, YOO
& BRILL L.L.P.
Attorneys for Chapter 11 Debtor and
Debtor in Possession

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EXHIBIT “1”

[List of Assets Proposed to be Sold]

Wells Fargo Equipment Finance, Inc.

Description of Truck/Equipment	Plate No.	VIN	Lienholder	Lien Amount	Subject to Driver Lease?	Est. FMV	Proposed Buyer	Proposed Sale Price	Cash	Debt Assumption
2008 Volvo	WP02088	4V4NC9TG99N268978	Wells Fargo	30,782.30		\$19,000.00	Pacific	\$19,000.00	\$19,000.00	
2009 Volvo	WP02089	4V4NC9TG89N271614	Wells Fargo			\$19,000.00	Pacific	\$19,000.00	\$19,000.00	
Toyota 5FBC25 Forklift (Serial No. 64717); Two (2) 24-55-15 Industrial Batteries (Serial Nos. 48633 & 48857)			Wells Fargo			\$5,000.00	Pacific	\$2,000.00	\$2,000.00	
Total (Wells Fargo):				30,782.30		\$43,000.00		\$40,000.00	\$40,000.00	\$0

Community Bank

Description of Truck/Equipment	Plate No.	VIN	Lienholder	Lien Amount	Subject to Driver Lease?	Est. FMV	Proposed Buyer	Proposed Sale Price	Cash	Debt Assumption
2008 Peterbuilt	CP75799	1XP7DU9X29D789136	Community Bank	\$87,702.70		\$19,000.00	Pacific	\$13,000.00	\$13,000.00	
2008 Peterbuilt	CP76900	1XP7DU9X69D789169	Community Bank			\$19,000.00	Pacific	\$13,000.00	\$13,000.00	
2008 Peterbuilt	WP08191	1XP7DU9X59D764392	Community Bank			\$19,000.00	Pacific	\$13,000.00	\$13,000.00	
2008 Peterbuilt	WP08192	1XP7DU9X99D764394	Community Bank			\$19,000.00	Pacific	\$13,000.00	\$13,000.00	
2009 Peterbuilt	WP08193	1XP7DU9X39D764391	Community Bank			\$19,000.00	Pacific	\$13,000.00	\$13,000.00	
2004 Freightliner	9D42309	1FUBCXDC34HN27673	Community Bank			\$9,000.00	Pacific	\$3,000.00	\$3,000.00	
2008 Kenworth	WP08189	1XKTD49X09J239939	Community Bank		Yes	\$19,000.00	Odell Spencer	\$20,000.00	\$20,000.00	
2009 Peterbuilt	CP75798	1XPHDB9X19N764120	Community Bank		Yes	\$19,000.00	Efrain Sanchez	\$25,000.00	\$25,000.00	
Total (Community Bank):				87,702.70		\$142,000.00		\$113,000.00	\$113,000.00	\$0

Pacific Enterprise Bank (Loan No. -31400)

Description of Truck/Equipment	Plate No.	VIN	Lienholder	Lien Amount	Subject to Driver Lease?	Est. FMV	Proposed Buyer	Proposed Sale Price	Cash	Debt Assumption
2010 Freightliner	9E43391	1FUJA6CKXBDAV8173	PEB (-31400)			\$23,000.00	Pacific	\$23,000.00		\$23,000.00
2009 Freightliner	9E33347	1FUJA6CK79DAM6265	PEB (-31400)			\$23,000.00	Pacific	\$23,000.00		\$23,000.00
2009 Freightliner (engine broken)	9E33349	1FUJA6CK29DAM6268	PEB (-31400)			\$23,000.00	Pacific	\$23,000.00		\$23,000.00
2009 Freightliner	9E36314	1FUJA6CKX9DAM6275	PEB (-31400)			\$23,000.00	Pacific	\$23,000.00		\$23,000.00
2011 Freightliner	9E43390	1FUJA6CK1BDAV8174	PEB (-31400)			\$23,000.00	Pacific	\$23,000.00		\$23,000.00
2010 Freightliner	9E43393	1FUJA6CK6BDAV8171	PEB (-31400)			\$23,000.00	Pacific	\$23,000.00		\$23,000.00
2009 Freightliner	9E77933	1FUJA6CK19DAM6276	PEB (-31400)			\$23,000.00	Pacific	\$23,000.00		\$23,000.00
2009 Freightliner	9E33284	1FUNA6CK69DAM5609	PEB (-31400)			\$23,000.00	Pacific	\$23,000.00		\$23,000.00
2008 Freightliner	9E61938	1FUNA6CK49DAM5608	PEB (-31400)			\$23,000.00	Pacific	\$23,000.00		\$23,000.00
2009 Freightliner	9E33125	1FUJA6CK09DAM6270	PEB (-31400)			\$23,000.00	Pacific	\$23,000.00		\$23,000.00
2009 Freightliner	9E33128	1FUJA6CK49DAM6269	PEB (-31400)			\$23,000.00	Pacific	\$25,000.00		\$25,000.00
2005 Hino	42026J1	5PVNJ8JT162S10629	PEB (-31400)			\$9,000.00	Pacific	\$9,000.00	\$9,000.00	
2007 International	42027J1	1HTMMAAL97H439572	PEB (-31400)			\$10,000.00	Pacific	\$10,000.00	\$10,000.00	
2005 Hino	42028J1	5PVNJ8JT162S10677	PEB (-31400)			\$9,000.00	Pacific	\$9,000.00	\$9,000.00	
2008 Sterling		2FZACFDU29AAL9630	PEB (-31400)			\$10,000.00	Pacific	\$10,000.00	\$10,000.00	
2009 Freightliner	9E36211	1FUJA6CK49DAM6272	PEB (-31400)			\$23,000.00	Pacific	\$23,000.00	\$23,000.00	

21' Chassis (31)			PEB (-31400)	\$516,475.34		\$46,500.00	Pacific	\$46,500.00	\$46,500.00	
40' Chassis (32)			PEB (-31400)			\$54,400.00	Pacific	\$54,400.00	\$54,400.00	
20' Three Axle Chassis (2)			PEB (-31400)			\$4,400.00	Pacific	\$4,400.00	\$4,400.00	
40' Gooseneck Chassis (1)			PEB (-31400)			\$2,000.00	Pacific	\$2,000.00	\$2,000.00	
1992 Trans 53' Trailer	4ER1110	1TTF4520XN1036941	PEB (-31400)			\$2,200.00	Pacific	\$2,200.00	\$2,200.00	
1993 Wabash 53' Trailer	4EZ9978	1JJV532YOP186215	PEB (-31400)			\$2,200.00	Pacific	\$2,200.00	\$2,200.00	
1993 Wabash 53' Trailer	4FF7693	1JJV532Y5PL179518	PEB (-31400)			\$2,200.00	Pacific	\$2,200.00	\$2,200.00	
1994 Wabash 53' Trailer	4FC7347	1JJV532YXRL191148	PEB (-31400)			\$2,200.00	Pacific	\$2,200.00	\$2,200.00	
1994 Hyundai 53' Trailer	4LH6043	3H3C492S4RT005239	PEB (-31400)			\$2,200.00	Pacific	\$2,200.00	\$2,200.00	
1996 Pines 53' Trailer	4KH6168	1PNV532S6TKB64718	PEB (-31400)			\$2,300.00	Pacific	\$2,300.00	\$2,300.00	
2000 Utility 53' Trailer		1UYVS253XYP890901	PEB (-31400)			\$3,500.00	Pacific	\$3,500.00	\$3,500.00	
1993 Wabash 53' Trailer		1JJV281NOPL201437	PEB (-31400)			\$2,200.00	Pacific	\$2,200.00	\$2,200.00	
2009 Freightliner	9E33126	1FUJA6CK29DAM6271	PEB (-31400)		Yes	\$23,000.00	Dave DeVaughn	\$27,000.00	\$27,000.00	
2009 Freightliner	9E33348	1FUJA6CK99DAM6266	PEB (-31400)		Yes	\$23,000.00	Edwin Cabrera	\$25,000.00	\$25,000.00	
2010 Freightliner	9E43392	1FUJA6CK8BD8AV8172	PEB (-31400)		Yes	\$23,000.00	Robert Bogan	\$27,000.00	\$27,000.00	
2009 Kenworth	9E35509	1XKAD09X0AJ269883	PEB (-31400)		Yes	\$23,000.00	Jose Sanchez	\$30,000.00	\$30,000.00	
2010 Kenworth	9E35510	1XKAD09X9AJ269882	PEB (-31400)		Yes	\$23,000.00	Sotero Contreras	\$25,000.00	\$25,000.00	
2010 Kenworth	9E59487	1XKAD09X7AJ269881	PEB (-31400)		Yes	\$23,000.00	Vidal Olivera	\$25,000.00	\$25,000.00	
Total (PEB -31400):				516,475.34		\$578,300.00		\$601,300.00	\$346,300.00	\$255,000.00

Pacific Enterprise Bank (Loan No. -59700)

Description of Truck/Equipment	Plate No.	VIN	Lienholder	Lien Amount	Subject to Driver Lease?	Est. FMV	Proposed Buyer	Proposed Sale Price	Cash	Debt Assumption
2008 Freightliner	VP63003	1FUJBCKX8LZ81271	PEB (-59700)	\$516,745.41		\$27,000.00	Pacific	\$50,000.00		\$50,000.00
2008 Freightliner	VP63005	1FUJBCKX8LY91702	PEB (-59700)			\$27,000.00	Pacific	\$50,000.00		\$50,000.00
2008 Freightliner	VP62873	1FUJBCK98LZ81276	PEB (-59700)			\$27,000.00	Pacific	\$50,000.00		\$50,000.00
2008 Freightliner	VP62871	1FUJBCK88LZ81267	PEB (-59700)			\$27,000.00	Pacific	\$50,000.00		\$50,000.00
2008 Freightliner	VP63002	1FUJBCK48LZ81251	PEB (-59700)			\$27,000.00	Pacific	\$50,000.00		\$50,000.00
2008 Volvo	VP77874	4V4NC9TG48N263170	PEB (-59700)			\$27,000.00	Pacific	\$50,000.00		\$50,000.00
2008 Volvo	VP77875	4V4NC9TG08N263179	PEB (-59700)			\$27,000.00	Pacific	\$50,000.00		\$50,000.00
2008 Volvo	VP77878	4V4NC9TH78N495125	PEB (-59700)			\$27,000.00	Pacific	\$50,000.00		\$50,000.00
2008 Freightliner	VP63004	1FUJBCK88LY91701	PEB (-59700)			\$27,000.00	Pacific	\$50,000.00		\$50,000.00
2008 Freightliner	VP62870	1FUJBCK58LZ81260	PEB (-59700)							
2008 Freightliner	VP62872	1FUJBCK18LZ81272	PEB (-59700)		Yes	\$27,000.00	Ruben Rico	\$22,000.00	\$22,000.00	
2008 Volvo	VP77876	4V4NC9TG78N491731	PEB (-59700)		Yes	\$27,000.00	Jaime Sanchez	\$20,000.00	\$20,000.00	
2008 Volvo	VP77877	4V4NC9TG28N261966	PEB (-59700)		Yes	\$27,000.00	Enrique Armas	\$25,000.00	\$25,000.00	
Total (PEB -59700):				516,745.41		\$324,000.00		\$517,000.00	\$67,000.00	\$450,000.00

Pacific Enterprise Bank (Loan No. -90100)

Description of Truck/Equipment	Plate No.	VIN	Lienholder	Lien Amount	Subject to Lease?	Est. FMV	Proposed Buyer	Proposed Sale Price	Cash	Debt Assumption
2008 Kenworth	VP94822	1XKTD49X88J219372	PEB (-90100)		Yes (POCA)	\$27,000.00	Pacific	\$29,000.00		\$29,000.00
2008 Kenworth	VP94823	1XKTD49X48J219529	PEB (-90100)		Yes (POCA)	\$27,000.00	Pacific	\$29,000.00		\$29,000.00

2008 Kenworth	VP94824	1XKTD49X58J219684	PEB (-90100)	\$256,458.33	Yes (POCA)	\$27,000.00	Pacific	\$29,000.00		\$29,000.00
2008 Kenworth	VP94816	1XKTD49X38J219666	PEB (-90100)		Yes (POCA)	\$27,000.00	Pacific	\$29,000.00		\$29,000.00
2008 Kenworth	VP94818	1XKTD49X28J219593	PEB (-90100)		Yes (POCA)	\$27,000.00	Pacific	\$29,000.00		\$29,000.00
2008 Kenworth	VP94819	1XKTD49XX8J219468	PEB (-90100)		Yes (POCA)	\$27,000.00	Pacific	\$29,000.00		\$29,000.00
2008 Kenworth	VP94820	1XKTD49X88J219517	PEB (-90100)		Yes (POCA)	\$27,000.00	Pacific	\$29,000.00		\$29,000.00
2008 Kenworth	VP94821	1XKTD49X88J219615	PEB (-90100)		Yes (POCA)	\$27,000.00	Pacific	\$29,000.00		\$29,000.00
2008 Kenworth	VP94825	1XKTD49X68J219676	PEB (-90100)		Yes (POCA)	\$27,000.00	Pacific	\$29,000.00		\$29,000.00
Total (PEB -90100):				256,458.33		\$243,000.00		\$261,000.00	\$0.00	\$261,000.00

*** Highlighted estimated values reflect Ken McCormacks Desktop Opinion of value as of May 1, 2015 (based upon truck model, 700,000 miles, body damage, and fair tires) and more recent truck sales comparables through Taylor & Martin.

Summary:

Lienholder	Lien Amount	Est. FMV	Proposed Sale Price	POTI Cash Sale Price	Driver Cash Sale Price	POTI Debt Assumption
Wells Fargo Equipment Finance, Inc.	\$30,782.30	\$43,000.00	\$40,000.00	\$40,000.00		\$0.00
Community Bank	\$87,702.70	\$142,000.00	\$113,000.00	\$68,000.00	\$45,000.00	\$0.00
Pacific Enterprise Bank (-31400)	\$516,475.34	\$578,300.00	\$601,300.00	\$187,300.00	\$159,000.00	\$255,000.00
Pacific Enterprise Bank (-59700)	\$516,745.41	\$324,000.00	\$517,000.00	\$0.00	\$67,000.00	\$450,000.00
Pacific Enterprise Bank (-90100)	\$256,458.33	\$243,000.00	\$261,000.00	\$0.00		\$261,000.00
Total:	\$1,408,164.08	\$1,330,300.00	\$1,532,300.00	\$295,300.00	\$271,000.00	\$966,000.00

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:

A true and correct copy of the foregoing document entitled: **NOTICE OF SALE OF ESTATE PROPERTY** will be served or was served **(a)** on the judge in chambers in the form and manner required by LBR 5005-2(d); and **(b)** in the manner stated below:

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On *(date)* _____, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

☐ Service information continued on attached page

2. SERVED BY UNITED STATES MAIL:

On *(date)* _____, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

☐ Service information continued on attached page

3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL (state method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on *(date)* _____, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

☐ Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Date

Printed Name

Signature

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PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is: 10250 Constellation Boulevard, Suite 1700, Los Angeles, CA 90067

A true and correct copy of the foregoing document entitled **NOTICE OF SALE OF ESTATE PROPERTY** will be served or was served **(a)** on the judge in chambers in the form and manner required by LBR 5005-2(d); and **(b)** in the manner stated below:

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On **April 26, 2016**, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

- **Susan S Davis** sdavis@coxcastle.com
- **William P Fennell** william.fennell@fennelllaw.com, luralene.schultz@fennelllaw.com;wpf@ecf.inforuptcy.com
- **Raffi Khatchadourian** raffi@hemar-rousso.com
- **Jeffrey S Kwong** jsk@lnbyb.com, jsk@ecf.inforuptcy.com
- **Dare Law** dare.law@usdoj.gov, ron.maroko@usdoj.gov
- **Kathleen P March** kmarch@bkylawfirm.com, kmarch3@sbcglobal.net
- **Kelly L Morrison** kelly.l.morrison@usdoj.gov
- **Benjamin Nachimson** ben.nachimson@wgflp.com
- **David L. Neale** dln@lnbyb.com
- **Juliet Y Oh** jyo@lnbrb.com, jyo@lnbrb.com
- **United States Trustee (LA)** ustpreion16.la.ecf@usdoj.gov

2. SERVED BY UNITED STATES MAIL: On **April 26, 2016**, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

☐ Service information continued on attached page

3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL (state method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on **April 26, 2016**, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

Served via Attorney Service

Hon. Vincent P. Zurzolo
United States Bankruptcy Court
Edward R. Roybal Federal Building and Courthouse
255 E. Temple Street, Suite 1360 / Courtroom 1368
Los Angeles, CA 90012

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

April 26, 2016

Stephanie Reichert

/s/ Stephanie Reichert

Date

Type Name

Signature